

Terms of Service

Last Updated: June 10, 2024

These Terms of Service (the “Terms”) are a legal contract between Niños Sanos, Seguros & Felices Inc and its affiliates, (collectively, “Company”, “we” or “us”) and “you” (“your,” or “User”). The Terms explain how you are permitted to use the services provided by and through our platform, website(s), and our associated internet properties (either linked by Company and/or by affiliated companies) and any software that Company provides to you for download, (all of these virtual properties, collectively, the “Site”). These Terms also govern your use of all the text, data, information, software, analytics, graphics, proprietary content and more (all of which we refer to as “Materials”) that we and/or our affiliates may make available to you, as well as any services we may provide through the Site. Collectively, the Site, the Materials, and the services provided by the Company are referred herein to as the “Service”.

USING THE SERVICE INDICATES THAT YOU HAVE BOTH READ AND ACCEPT THESE TERMS. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THE SERVICE. THESE TERMS APPLY TO ALL VISITORS, CUSTOMERS, USERS, AND OTHERS WHO ACCESS THIS SERVICE.

Note: These Terms contain a dispute resolution and arbitration provision (See Section 17), including a class action waiver (See Section 17(d)), that affects your rights. This section applies to the extent applicable in your jurisdiction.

1. MODIFICATIONS AND ADDITIONAL TERMS.

(a) Changes to these Terms. Company can change, update, add or remove provisions of these Terms at any time by posting the updated Terms on the Site and by providing a notice on the Service. We will ask for your express consent to the updated Terms when and where we are legally required to do so. If you do not agree with any of the updated Terms, you must stop using the Service. Continued use of the Service following notice of any such modifications indicates You acknowledge and agree to be bound by the modifications. Unless otherwise required by law, the updated Terms are effective as of the day of posting.

(b) Changes to the Service. Company may make changes to the Service at any time, without notice to you. If you object to any changes to the Service, your sole recourse will be to cease using the Service. Continued use of the Service following posting of any such changes will indicate your acknowledgement of such changes and satisfaction with the Service as modified. We also reserve the right to discontinue the Service, or any component of it, at any time without notice to you. We will not be liable to you or any third-party should we exercise our right to modify or discontinue the Service.

(c) Additional Terms. In addition, certain features of the Service may be subject to additional terms of use (“Additional Terms”), which shall be provided to you at the moment you choose to use such features or services. By using such features, or any part thereof, you agree to be bound by the Additional Terms applicable to such features. In the event that any of the Additional Terms governing such features conflict with these Terms, the Additional Terms will govern.

2. PRIVACY.

Please review our privacy policy (the “**Privacy Policy**”) available at [which](#) explains how we use any personal information that you submit to Company. The Privacy Policy is hereby incorporated by reference.

3. CONTRACTUAL RELATIONSHIP.

By using the Service, you represent that you are at least 18 years of age, or that you are of age under the laws of your jurisdiction, and lawfully able to enter into contracts. If you are under 18 years of age or not legally able to enter into contracts in your place of residence, you must have the permission of your parents or legal guardians to use the Service.

Pursuant to 47 U.S.C. Section 230(d) as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available and may assist you in limiting access to material that is harmful to minors.

If you are entering into these Terms on behalf of a business entity or organization, you represent and warrant that you have the legal authority and capacity to bind such business entity or organization. If you are not authorized nor deemed by law to have such authority, you assume sole personal liability for the obligations set out in these Terms.

Your access to and use of the Service is subject to your continued compliance with these Terms and all applicable laws. If you breach these Terms, your right to access and use the Service will terminate immediately, without any further action by Company, except for those obligations expressly described by the Company in these Terms.

4. THE SERVICE AND LICENSE TO USE IT.

The Service includes information about our parental trainings offered virtually and in-person (“**Parental Trainings**”) and how to sign up for these; as well as offering products for purchase in our online store (the “**Store**”).

Purchases through the Store are subject to our Additional Terms, the Terms & Conditions of Sale available at [which](#) are hereby incorporated by reference into the Terms.

For as long as you agree to these Terms and abide by them, you may use the Service. These Terms apply to all users of the Service, including Visitors and Registered Users. The Service is licensed, not sold, to you.

(a) Grant of a Limited License to Use the Service. The Service is protected by copyright laws throughout the world. Subject to your agreement, and continuing compliance with these Terms, Company grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable limited license subject to the limitations below to use the Service and/or download and use any copies of Materials or software that we may offer to you, solely for your own individual, non-commercial purposes. You agree not to use the Service for any other purpose.

(b) Restrictions. You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Service; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Service except as expressly permitted in writing by the Company; (iii) decompile, reverse engineer or disassemble the Service except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Service except as expressly permitted by Company; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Service or unduly burdening or

hindering the operation and/or functionality of any aspect of the Service; or (vi) attempt to gain unauthorized access to or impair any aspect of the Service or its related systems or networks.

(c) All rights not expressly granted to you in these Terms are reserved and retained by Company and/or its licensors. The licenses granted by Company terminate if you do not comply with these Terms and/or any other Service terms and conditions. By using the Service, you represent that you are not a person barred from using the Service under the laws, rules and regulations of the United States of America, your place of residence or any other applicable jurisdiction. No other rights, assignment, licenses or legal relationship of any nature, including, but not limited to, agency, partnership, joint-venture, employer-employee, franchisor-franchisee or otherwise, either express or implied, are created through your use of the Service unless expressly set forth in these Terms.

5. REGISTRATION AND ACCOUNTS.

(a) Visitors and Guests. Visitors and guests may browse and use the Site in accordance with these Terms, but may not have full access to all the features of Service unless first becoming Registered Users.

(b) Registered Users. In order to access certain features of the Service you may be required to become a Registered User. A "Registered User" is a user who has registered an account with us (your "Account"). Please refer to our Privacy Policy for more details about submitting your personal information to us.

(c) Registration Data and Your Account. In registering for the Service, you agree to (i) provide true, accurate, current, and complete information about yourself as prompted by the Service's registration form (the "**Registration Data**"); and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You are responsible for all activities that occur under your Account. You may not share your Account or password with anyone, and you agree to (A) notify Company immediately of any unauthorized use of your password or any other breach of security at info@ninossanosyseguros.com and (B) exit from your Account at the end of each session, on any device on which session was initiated. Even if you notify us, you will be responsible for any activities that occur using your access credentials, including any charges resulting from the use of your Account. Company will not be liable for any losses caused by any unauthorized use of your Account. If you provide any information that is untrue, inaccurate, not current or incomplete, or Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Company has the right to suspend or terminate your Account and refuse any and all current or future use of the Service (or any portion thereof). You agree not to create an Account using a false identity or information. If applicable, Company shall be entitled to monitor your username and password and, at its discretion, require you to change it. If you use a username and password that Company considers insecure or inappropriate, Company will be entitled to require this to be changed and/or terminate your Account. Company reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party's rights. You agree not to register for an Account on behalf of an individual other than Yourself or register for an Account on behalf of any group or entity unless you are authorized to bind such person, group, organization, or entity to these Terms. By registering another person, group, organization, or entity you hereby represent that you are authorized to do so. You agree not to create an Account or use the Service if you have

been previously removed by Company, or if you have been previously banned from any of the Company properties.

6. PAYMENTS AND PRICES.

There is no cost associated with using the Service or with registering for an Account with us to use the Service. You will only pay for Parental Trainings that you sign up for and for the goods you purchase via the Store, subject to the Terms & Conditions of Sale You agree to pay any applicable fees related to Your use of the Service. By providing a payment method, You expressly authorize us to charge the applicable fees on said payment method as well as taxes and other charges incurred thereto. You agree that, if applicable, We may charge any unpaid fees to the payment method You provided and/or send You a bill for such unpaid fees. You agree and consent to Company's use of third-party payment providers for billing and processing online payments. We reserve the right to modify applicable costs, and/or prices on the Service at any time.

7. OUR INTELLECTUAL PROPERTY RIGHTS.

The Service and its content, features and functionality, including, without limitation, information, software, text, graphics, logos, button icons, images, audio clips, video clips, data compilations, analytics and design, the selection and arrangement thereof, are the exclusive property of Company, our licensors or other content suppliers, and are protected by United States of America and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws, and may not be used or exploited in any way without our prior written consent.

Company owns, solely and exclusively, all intellectual property rights embodied in or practiced by our products, services, and systems, and any improvements and derivatives therein.

No right, title or interest in or to the Service or any Materials is transferred to you and all rights not expressly granted are reserved. Any use of the Service that is not expressly permitted by these Terms may be a breach of these Terms and may violate copyright, trademark and other intellectual property laws.

In addition to the intellectual property rights mentioned above, for purposes of these Terms, "Materials" also include all information such as the "look and feel" of the Service, data files, graphics, text, information, analytics, blogs, photographs, drawings, logos, images, sounds, music and video and audio files on the Service. Company exercises reasonable efforts to ensure that the Materials are accurate and complete, *however* Your use of the Service is at your own risk.

8. UNAUTHORIZED ACTIVITIES.

Unauthorized use of the Service may result in violation of various United States and international laws. So You are not authorized to use this Service in any of the following ways (these are examples only and the list below is not a complete list of everything that You are not permitted to do):

- In a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law;
- To stalk, harass, or harm another individual;
- To impersonate any person or entity or otherwise misrepresent Your affiliation with a person or entity;

- Copy or print any of the Materials, whether licensed by us or otherwise, unless and to the extent it is for your own personal, non-commercial use and you must retain all trademark, copyright and other proprietary notices contained in and on any such Materials;
- Reproduce, download, modify, translate, add to, distribute, transmit, publish, perform, display, disclose, archive, upload, broadcast or sell, sublicense, index or exploit any part of the Service or the content thereon in any medium, either directly or through the use of any device, software, internet site, web-based service or other means, without our prior express written permission;
- Remove, alter, bypass, avoid, interfere with or circumvent any copyright, trademark or other proprietary notices marked on the Materials or any digital rights management mechanism, device or other content protection measures either directly or through other means;
- Mirror, frame, screen scrape or deep link to any aspect of the Service or access any Materials through technology or means other than those provided or authorized by us;
- Access the Service via any automated system, including, without limitation, by “robots,” “spiders,” “offline readers,” etc., or take any action that imposes, or may impose (as determined in our sole discretion), an unreasonable or disproportionately large load on our infrastructure;
- Knowingly or recklessly upload invalid data or introduce viruses, worms, Trojan horses or other malware or software agents, whether harmful or not, to the Service, or tamper with, impair, damage, attack, exploit or penetrate the Company system or network, or otherwise attempt to interfere with or compromise the system integrity or security of Company or any connected networks, or take any action to impact the proper operation of the Service and any person’s or entity’s use or enjoyment thereof;
- Bypass the measures we may use to prevent or restrict access to or use of the Service, including by hacking into secured or non-public areas of the Service, circumventing any geo-blocking mechanisms or otherwise;
- Use the Service to collect any personally identifiable information, including Account names and e-mail addresses, or use the Service for any commercial solicitation purposes, without our prior express written permission;
- Attempt to reverse engineer any aspect of the Service or attempt to derive the source code (including the tools, methods, processes and infrastructure) that enables or underlies the Service, create any derivative works or materials of any kind using the Materials, whether or not you intend to give away the derivative materials free of charge, or otherwise build a business utilizing any aspect of the Service;
- Use the Service to upload or present any material which is false, defamatory, libelous, obscene, harassing, threatening, discriminatory, bigoted, hateful, violent, vulgar, profane, pornographic or otherwise offensive, inappropriate, damaging, unlawful, disruptive or harmful;
- Use the Service to violate our or any other person’s legal rights (including the rights of publicity and privacy), contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or otherwise promote, advocate or assist any illegal activity or unlawful act;
- Use the Service to infringe any patent, trademark, trade secret, copyright, contract or other intellectual property or other proprietary rights of Company or any other person;

- Use the Service to seek to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable information or otherwise; or
- Be otherwise objectionable as determined by Company at its sole discretion.

You agree to hire attorneys to defend Us if You violate these Terms and that violation results in a problem for Us. You also agree to pay any damages that We may end up having to pay as a result of Your violation. You alone are responsible for any violation of these Terms by You. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You and, in such case, You agree to cooperate with Our defense of such claim.

9. USER CONTENT.

If and to the extent that we elect to accept user generated material, you may have the opportunity to publish, transmit, submit or otherwise post reviews, ratings, comments, feedback or other materials on the Service, and including any information you submit to us, collectively “**User Content**”, some of which may be accessible and viewable by the public.

With respect to User Content provided by you, you represent that (i) you created and own the rights to the content or you have the owner’s express permission to post such content, and (ii) the content does not infringe any other person’s or entity’s rights (including, without limitation, copyrights, trademarks or privacy rights) or violate any applicable laws, rules or regulations, these Terms or any of our other posted policies.

We do not claim ownership to User Content. However, by providing or posting User Content, you irrevocably grant us and our assigns, agents and licensees and other users a worldwide, non-exclusive, irrevocable, royalty-free, fully paid license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights you own or control to use, reproduce, transmit, modify, index, adapt, publish, translate, create derivative works from, distribute, display and otherwise exploit such content throughout the world in any media, whether now known or hereafter invented, including for any and all purposes, including commercial or marketing purposes, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or any other person or entity, without any obligation or remuneration to you. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any User Content, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section. You agree to pay all royalties, fees and other monies owing to any person or entity by reason of the User Content that you post on the Service.

We may refuse, alter, or remove a User Content without notice for any reason at Company’s sole discretion, including our belief that a User Content may violate these Terms or be otherwise objectionable. If and to the extent that we elect to accept User Content, we have the right, but not the obligation, to monitor, review, screen, post, remove, reject, modify and store all User Content posted on the Service, at any time and for any reason, without notice, including to ensure that all such User Content complies with these Terms. We do not endorse any User Content and the User Content posted does not reflect our opinions, views or advice. You are solely responsible for your User Content and the consequences of posting and publishing it and you agree that we are acting

only as a passive conduit for your online distribution and publication of your User Content. We take no responsibility and assume no liability for any User Content that you or any other user or third-party posts or sends on or through the Service, nor do we assume any liability for any action or inaction regarding transmissions, communications or content provided by any user or third party.

Notwithstanding our rules with regard to User Content, you may be exposed to content on the Service that is inaccurate, objectionable, inappropriate for children or otherwise unsuited to your purpose or in violation of our Terms. We take no responsibility and expressly disclaim any liability related in any way to your exposure to User Content on the Service, whether or not it violates our Terms.

If and to the extent that we elect to accept User Content, please choose carefully the information you post on the Service and that you give to other users. You are discouraged from publicly posting your full name, telephone number, street address, e-mail address or other information that identifies you or allows strangers to find you or to steal your identity. You assume all risks associated with dealing with other users with whom you come in contact through the Service, and to the extent that the law permits, you release us from any claims or liability related to any User Content posted on the Service and from any claims related to the conduct of any other users.

If you are a California resident, you waive California Civil Code § 1542, which says: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

10. FEEDBACK.

Any comments, questions, suggestions, or materials regarding the Service from You to Us (collectively, "Feedback") through any communication whatsoever (e.g., call, email) will be treated as both non-confidential and non-proprietary. Except as prohibited by applicable law, you hereby assign all right, title, and interest in, and We are free to use, without any attribution or compensation to You, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Where the foregoing assignment is prohibited by law, you hereby grant Us an exclusive, transferable, worldwide, royalty-free, fully paid up license (including the right to sublicense) to use and exploit all Feedback as We may determine in our sole discretion. Notwithstanding the foregoing, you understand and agree that We are not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and You have no right to compel such use, display, reproduction, or distribution.

11. INTELLECTUAL PROPERTY INFRINGEMENT.

We respect the intellectual property rights of others and encourage You to do the same. Accordingly, We have a policy of removing any content that violates intellectual property rights of others, suspending access to this Service (or any portion thereof) to any user who uses this Service in violation of someone's intellectual property rights, and/or terminating in appropriate circumstances the account of any user who uses the this Service in violation of someone's intellectual property rights. If You believe Your copyright or other intellectual property right is being infringed by a user of this Service, please provide us with written notice at

info@ninossanosyseguros.com. We reserve the right, in Our sole discretion, to terminate the account or access of any user of this Service who is the subject of repeated infringement notifications.

12. TERM AND TERMINATION.

The Terms commence on the date when you start using the Service and remain in full force and effect while you use the Service, unless terminated earlier in accordance with the Terms. If you want to terminate the Service, you may do so by (a) notifying Company at any time; (b) closing your Account in accordance with the established procedure; and/or (c) if you are Visitor, stop visiting the Site. For information on the voluntary procedure of closing your Account, please contact us at info@ninossanosyseguros.com.

We reserve the right to terminate or suspend your account or access to the Service at any time and for any reason. It is within our sole discretion and determination to terminate your Account for what we deem to be a violation or breach of these Terms. In the event that we terminate or suspend your Account, you will have no further access to your Account or anything associated with it. Termination of the Service includes (i) automatic termination of all licenses and you must immediately destroy any downloaded or printed materials (including software); and (ii) deletion of your password and related information, files and content associated with or inside your Account (or any part thereof), including User Content, except to the extent of any surviving licenses or applicable record retention requirements. Company will not have any liability whatsoever to you for any suspension or termination, including for deletion of User Content. All provisions of the Terms, which by their nature should survive, shall survive termination of the Service, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

You may close your Account by using the feature provided in the Service or, in the alternative, by emailing us at info@ninossanosyseguros.com. We will proceed to close your Account and send you an email confirmation. Please refer to Section 6 for cancellations.

13. LINKS TO THIRD-PARTY SITES.

The Service may be linked to other websites that are not Company properties (collectively, "Third-Party Sites"). You acknowledge and agree that the Third-Party Sites may have different privacy policies and terms and conditions and/or user guides and business practices than Company, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions and/or user guides. You hereby agree to comply with any and all terms and conditions, users guides and privacy policies of any of Third-Party Sites. Company does not verify, make any representations or take responsibility for any Third-Party Site, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third-Party Sites. YOU AGREE THAT COMPANY WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY. Any reference on the Service to any product, service, publication, institution, organization of any third-

party entity or individual does not constitute or imply Company's endorsement or recommendation.

14. DISCLAIMER OF WARRANTIES.

(a) General. You use the Service at your own risk. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, AND TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY (ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ASSOCIATES, PARTNERS, LICENSORS AND SUPPLIERS) DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. COMPANY DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; OR THAT ALL DEFECTS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

(b) Materials and functionality. COMPANY DOES NOT WARRANT THAT THE FUNCTIONAL ASPECTS OF THE SERVICE OR THE MATERIALS WILL BE ERROR FREE OR THAT THE SERVICE, THE MATERIALS OR THE PLATFORM THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COMPANY AND ITS SUPPLIERS MAKE NO WARRANTIES ABOUT THE MATERIALS OR ABOUT RESULTS TO BE OBTAINED FROM USING THE SERVICE. YOU BEAR THE ENTIRE RISK OF THE COMPLETENESS, ACCURACY OR USEFULNESS OF ANY MATERIALS FOUND ON THIS SERVICE. COMPANY RESERVES THE RIGHT TO WITHDRAW, TEMPORARILY OR PERMANENTLY, ANY MATERIALS FROM THE SERVICE AT ANY TIME AND FOR ANY REASON AND SUCH REMOVAL MAY BE IMMEDIATE AND WITHOUT NOTICE. AS AN EXPRESS CONDITION TO YOUR USE OF AND ACCESS TO THE SERVICE, YOU ACKNOWLEDGE, AGREE AND CONFIRM THAT COMPANY IS NOT LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SUCH WITHDRAWAL.

WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE (INCLUDING ANY NETWORKS AND SERVERS USED TO PROVIDE ANY PART OF THE SERVICE).

WE ARE NOT LICENSED THERAPISTS AND DO NOT PROVIDE THERAPY SERVICES. THE SERVICES ARE NOT AND SHOULD NOT BE CONSIDERED THERAPY ADVICE OR A SUBSTITUTE FOR OBTAINING THERAPY ADVICE FROM A QUALIFIED PROFESSIONAL. WE DO NOT GUARANTEE, AND EXPRESSLY DISCLAIM, ANY BEHAVIORAL, PARENTAL, OR CHILD-DEVELOPMENT OUTCOMES. THE SERVICES ARE NOT A COURT-ACCEPTED PARENTING CLASS IN ANY JURISDICTION.

15. LIMITATION OF LIABILITY.

COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, REMOTE OR OTHER SIMILAR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES, LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION OR OTHER INTANGIBLE LOSSES (HOWEVER SUCH LOSSES ARE QUALIFIED), ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OR THE SERVICE ITSELF, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ALL EVENTS, COMPANY SHALL NOT BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID TO COMPANY IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT A CLAIM. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID ANYTHING TO COMPANY DURING SUCH TIME PERIOD, YOUR SOLE REMEDY (AND COMPANY'S EXCLUSIVE LIABILITY) FOR ANY DISPUTE WITH COMPANY IS TO STOP USING THE SERVICE AND TO CANCEL YOUR ACCOUNT.

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND YOU. To the extent that Company may not, as a matter of applicable law, disclaim any warranty or limit its liability as set forth in these Terms, the scope of such warranty, and the extent of Company's liability, shall be the minimum permitted under such applicable law.

Nothing in these Terms shall affect your legal rights as a consumer or exclude or limit any liability, which cannot be legally excluded, or limited.

16. INDEMNITY.

You agree to indemnify and hold Company, its parents, subsidiaries, affiliates, officers, employees, agents, partners, and licensors (collectively, the "Indemnitees") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) Your User Content; (b) your use of, or inability to use, the Service; (c) your violation of the Terms; (d) your violation of any rights of another party, including any users; or (e) your violation of any applicable laws, rules, regulations or policies. Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Company in asserting any available defenses. You agree that the provisions in this section will survive any termination of your Account, the Terms or your access to the Service.

17. DISPUTE RESOLUTION AND ARBITRATION; CLASS ACTION WAIVER.

Please read this carefully. If you are a resident of the United States of America, this affects Your rights. Otherwise, this Section applies to the extent applicable in your jurisdiction.

(a) Applicable Law. These Terms will be subject to and construed in accordance with the laws of the State of California, United States of America, excluding its rules regarding conflicts of law. You agree that any claim or dispute you may have against Company must be resolved exclusively by a state or federal court located in the State of California, except as prohibited by law, as otherwise agreed by the parties, or as described in the Arbitration subsection below. You agree to submit to the personal jurisdiction of the courts located in Santa Clara county, California for the purpose of litigating all such claims or disputes.

(b) Dispute Resolution. Before either party may seek arbitration as provided below, the party must first send to the other party a written notice of dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. After the Notice is received, you and Company may attempt to resolve the claim or dispute informally. If you and Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding as provided below.

(c) Arbitration. You agree that, to the extent that the Law permits, Company may elect to resolve the dispute in a cost-effective manner through binding arbitration (including non-appearance-based

arbitration), except that you may assert claims in small claims court if your claims qualify. You have the right to opt-out of this provision, which means you would retain your right to litigate your disputes in a court, either before a judge or, if applicable, a jury. You must opt-out of these arbitration procedures within 30 days from the date that you first consent to these Terms (the "Opt-Out Deadline"). You may opt out of this provision by mailing written notification to Niños Sanos, Seguros & Felices Inc, Attn. Legal, 353 Kiely Blvd, Apt E206, San Jose, CA 95129, USA. Your written notification must include (1) your name, (2) your address, and (3) a clear statement that you do not wish to resolve disputes with Company through arbitration. Your decision to opt-out of this Arbitration provision will have no adverse effect on your relationship with Company. Any opt-out request received after the Opt-Out Deadline will not be valid and you must pursue your dispute in arbitration or small claims court.

In the event Company elects arbitration, you hereby agree to move any claims to the exclusive jurisdiction of an arbitration procedure, which shall be initiated through the American Arbitration Association or another established alternative dispute resolution provider (collectively, "ADR") chosen by Company. The ADR provider and the parties must comply with the following rules: (i) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (ii) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties, in which case the location of the arbitration shall be San Jose, California, and (iii) the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Arbitration expressly excludes claims for injunctive or other equitable relief. The U.S. Federal Arbitration Act applies to these Terms.

(d) Waiver of Class or Consolidated Actions. EXCEPT AS PROHIBITED BY LAW, ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THESE TERMS MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER USER. TO THE EXTENT THAT THE LAW PERMITS, EACH PARTY WAIVES THE RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM OR DISPUTE AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE.

18. ELECTRONIC COMMUNICATIONS.

The communications between you and Company use electronic means, whether you visit the Site, send Company e-mails, or use the Service or whether Company posts notices on the Site or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from Company in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights. Where Company requires that you provide an e-mail address; you are responsible for providing Company with your most current e-mail address. In the event that the last e-mail address you provided to Company is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Terms, Company's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. We are not responsible for any automatic filtering you or your network or e-mail provider may apply to communications we send to an e-mail address that you provide to us.

19. CONSUMER NOTICE.

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: The Service is provided by Niños Sanos, Seguros & Felices Inc. If you have a question or complaint regarding the Service, please contact Company's Customer Service at info@ninossanosyseguros.com; Attention: Customer Service. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by post at 1625 North Market Blvd., Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.

20. GENERAL.

These Terms together with our Privacy Policy, and any Additional Terms that we may make available from time to time through our internet properties, constitute the entire agreement between you and Company regarding your use of our Service and supersede and replace any prior written or oral agreements regarding the foregoing. Our failure to exercise or enforce any right or provision in these Terms shall not operate as a waiver of such right or provision. If any provision of the Terms is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions. Neither the rights nor obligations arising under these Terms are assignable by you. Any such attempted assignment or transfer shall be void and without effect. We may assign these Terms without restriction.

Regardless of your access point or internet protocol address, the Service is provided and offered in and from the United States of America and, accordingly, is subject to the laws of the State of California, United States of America.

21. CONTACT US.

If you have any questions about these Terms or otherwise need to contact Company for any reason, you can reach us at info@ninossanosyseguros.com.

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